IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JAIPUR BENCH, JAIPUR.

S.B. CIVIL SECOND APPEAL NO.117/1999
Smt. Shanti Devi & Ors. Vs. Abdul Rasheed & Anr.

29.11.2007.

HON'BLE MR. JUSTICE DALIP SINGH

Shri Purshottam Narain appellant No.3 present in person.
Shr R.K. Agarwal, for the respondents.

Appellant No.3 Shri Purshottam Narain is present in person. The respondents No.1 and 2 Abdul Rasheed and Abdul Waheed along with their counsel Shri R.K. Agarwal who has identified both the respondents who are also present in person.

The appellant No.3 submits that he has instructions on behalf of all the plaintiffs-appellants and represents them.

The respondents No. 1 and 2 submit that they have instructions to submit and represent on behalf of the respondent No.3 who is their sister. They submit that the respondents No.1 and 2 alone are in possession of the premises in dispute and are running the business of “Lakari ki Tal” in the premises in dispute described in the plaint.

It is submitted that the parties have arrived at a compromise in the matter. The terms of the compromise as agreed are as follows :-

1. The parties are in agreement that the

plaintiffs landlords appellants' necessity for the premises in dispute is reasonable and bona fide. The defendants-respondents also admit that greater hardship would be caused to the plaintiffs in the event of the decree for eviction is not be passed in favour of the plaintiffs than to the defendants-respondents. The defendants-respondents, therefore, admit that a decree for eviction on the ground of personal bonafide necessity under Section 13(1)H of the Rajasthan Premises (Control of Rent and Eviction) Act, 1950 read with Section 14 sub-section (2) be passed in favour of the plaintiffs-landlords-appellants. This court is also satisfied about the above ground in favour of the plaintiff and consequently a decree for eviction on the ground under Section 13 (1) (h) is accordingly passed in favour of the plaintiffs and against the defendants

2. The plaintiff-appellant No.3 appearing in person and on behalf of the remaining plaintiffs-appellants submits that the plaintiffs would not execute the decree for eviction being passed today for eviction against the defendants-respondents for a period of three years and one month from today i.e. upto 31.12.2010.

3. The parties are further in agreement that w.e.f. 1.12.2007 the rent for the premises in dispute to be paid by the defendants-respondents-tenants shall be @ Rs.1,000/- per month and shall be paid by the 15th of the next succeeding month or deposited in the Bank Account of the plaintiff-

appellant No.1 Smt. Shanti Devi being S.B. Account No.51016774784 in the State Bank of Bikaner & Jaipur (SBBJ),Chand Pole Bazar Branch, Jaipur.

4. The parties are in agreement that the rent which has been deposited in the court/Bank by the defendants-tenants be permitted to be withdrawn by the plaintiffs-landlords-appellants. The defendants-tenants shall within 30 days supply a list/chart giving details of the challan number/photostat copies of the receipts so as to facilitate the withdrawal of the amount by the plaintiffs-appellants. In case an application is submitted by the plaintiffs for this purpose the learned trial court shall take steps to facilitate the withdrawal of the amount and pass necessary orders in accordance with law within four weeks of filing of the appeal for withdrawal/payment of the amount.

5. It is agreed between the parties that the defendants-respondents-tenants shall not part with the possession of the premises in dispute or sublet, assign or create any third party interest or encumbrance in the said property during the period they are in possession upto 31.12.2010 and the defendants shall submit an undertaking to that effect before the learned trial court within a period of 30 days from today and undertake to handover vacant possession of the premises to the landlords-plaintiffs on or before 31.12.2010.

6. The plaintiffs-appellants agree that

tenants are permitted to repair the tin-shed and the wall which has been damaged during the intervening period after filing of the suit at their own cost which new material the tenant shall be at liberty to remove on vacating the premises on 31.12.2010.

7. It is agreed that in case the undertaking is not filed within 30 days from today or the rent is not paid or deposited within 30 days from today, as agreed, the plaintiffs shall be at liberty to execute the decree forthwith on expiry of the aforesaid period of 30 days.

8. It is agreed that the rent after December, 2003 is in arrears as the same could not be deposited in the court on account of coming into force of the New Act of 2001. The arrears of rent for the period from January, 2004 onwards shall be deposited by the defendants-tenants in the Bank Account of Smt. Shanti Devi the appellant No.1, the details of which have been mentioned above at the rate of rent which was in existence prior to 1.12.2007, within 30 days from today i.e. for the period 1.1.2004 to 30.11.2007.

9. It has further been agreed that in case the respondents-tenants fail to deposit the rent for two consecutive months after passing of the present order @ Rs.1000/- p.m., as agreed above, the appellants shall be at liberty to execute the decree forthwith.

It is submitted by the learned counsel appearing on behalf of the defendants-tenants that certain amount which has been deposited in SBBJ, Chandpole Bazar Branch at Jaipur in S.B. Account No.2068 in favour of Shri Purshottam Narain, (the photostat copies of the receipts/pay slips have been furnished by the respondents) Shri Purshottam Narain plaintiff may be permitted to withdraw the same. It is directed that the SBBJ, Branch at Chand Pole Bazar, Jaipur where the aforesaid amount has been deposited, the Manager of the concerned Branch/Bank shall take steps to pay the amount lying in deposit to Shri Purshottam Narain, appellant No.3.

This appeal is accordingly allowed in the above agreed terms and conditions of the compromise arrived at hereinabove in the court. The above conditions have been understood and agreed upon by the parties and they have put their signatures on the ordersheet in acknowledgment of the same. The judgment and decree of the courts below are set aside and the appeal disposed of in terms of the compromise.

There shall be no order as to costs.

(DALIP SINGH),J

Ramchandrkhatri,PS